Public Utility Commission of Texas

1701 N. Congress Avenue
P. O. Box 13326
Austin, Texas 78711-3326
512 / 936-7000 • (Fax) 936-7003
Web Site: www.puc.state.tx.us

Pat Wood, III
Chairman

Judy Walsh
Commissioner

Patricia A. Curran
Commissioner

DOCKET FILE COPY ORIGINAL

May 26, 1998

Ms. Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
1919 M. Street, N.W., Room 222
Washington, D.C. 20554

RE: CC Docket No. 98-56
In the Matter of Performance Measures and Reporting Requirements for Operations Support Systems, Interconnection, and Operator Services and Directory Assistance
Notice of Proposed Rulemaking, FCC 98-72

To Ms. Salas:

Enclosed herewith for filing with the Commission are an original plus nine copies of the Comments of the Public Utility Commission of Texas in the above captioned matter. We are also providing a copy to ITS, and the required paper and electronic copies of this filing to Ms. Myles of the Common Carrier Bureau.

Sincerely,

Steve Davis
Director
Office of Policy Development

cc: ITS, Inc.
Janice Myles, CCB

No. of Copies rec'd 0+9
List ABCDE

DOCKET FILE COPY ORIGINAL

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Performance Measurements and	)	
Reporting Requirements For	)	CC Docket No. 98-56
Operations Support Systems,	)	
Interconnection, and Operator	)	RM-9101
Services and Directory Assistance	)	
	)	

COMMENTS OF THE
PUBLIC UTILITY COMMISSION OF TEXAS
ON THE COMMISSION'S NOTICE OF PROPOSED RULEMAKING
ON PERFORMANCE MEASUREMENTS AND REPORTING
REQUIREMENTS FOR OPERATIONS SUPPORT SYSTEMS,
INTERCONNECTION, AND OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Introduction

In Notice of Proposed Rulemaking, RM-9101, "Performance Measurement and Reporting Requirements for Operations Support Systems, Interconnection, and Operator Services and Directory Assistance", the Federal Communications Commission (FCC) proposes a methodology by which to analyze whether new providers of local telephone service are able to access, among other things, the support functions of incumbent local telephone companies in a nondiscriminatory and just and reasonable manner consistent with the 1996 Act's requirements. Such performance measurements will assist incumbents, new entrants, and regulators in evaluating an incumbent's performance in meeting its statutory obligations. The FCC, however, does not impose specific performance standards or technical standards. It is the FCC's goal to seek comments on ways to achieve the statutory goals, while also minimizing the burden on all involved

parties, including State commissions, incumbent LECs and competing carriers. The Public Utility Commission of Texas (PUCT) having been given general regulatory authority over public utilities within our jurisdiction, hereby offers the following comments with respect to these issues.

Texas PUC's Continuing Interest With These Issues

The PUCT has allocated extensive time and resources towards evaluation of the incumbent LEC's actions in adhering to its statutory requirements regarding Operations Support Systems (OSS), interconnection, and operator services and directory assistance.[1] It is in the PUCT's interest to see this proceeding through so that we will be able to assure the development of performance measures necessary to determine when nondiscriminatory service is provided by incumbent LECs. The development of model performance measures by the FCC promotes such development.

The PUCT's recommended set of performance measurements is currently evolving through a series of arbitration and dispute resolution proceedings initiated in 1996. The FCC proposes some measures for which the PUCT has not fully developed its opinion; for such measures, the PUCT will reserve comment at this time. For your convenience and reference, we have attached a complete set of the performance measures the PUCT has developed in the mediations and arbitrations involving Southwestern Bell

[1] See Docket Nos. 16226 and 17579, *Petition of AT&T Communications of the Southwest, Inc. for Compulsory Arbitration to Establish an Interconnection Agreement Between AT&T and Southwestern Bell Telephone Company* and *Application of AT&T Communications of the Southwest, Inc. for Compulsory Arbitration of Further Issues to Establish an Interconnection Agreement Between AT&T and Southwestern Bell Telephone Company.* AT&T's/SWBT's Interconnection Agreement As Amended on April 1, 1998 (April , 1998) (Attachment 17 reflecting the mediated/arbitrated performance measures approved by the PUCT in the arbitration between these parties is attached.) .

Telephone Company (SWBT), AT&T Communications of the Southwest, Inc. (AT&T) and MCI Telecommunications Corporation (MCI).

Proposed Performance Measurements and Reporting Requirements

1. Pre-Ordering Measurements

The PUCT generally agrees with the FCC's tentative conclusion that an incumbent LEC must measure the average interval for providing access to pre-ordering information to competing carriers as well as to itself. Timely access to pre-ordering information is critical to a competing carrier's ability to interact with customers since many competing carriers retrieve pre-ordering information from the incumbent LEC's databases while a customer is on the line.

In instances where a competing carrier may be unable to retrieve pre-ordering information for each query attempt, the PUCT believes an incumbent LEC should measure the speed by which it provides rejected query notices to competing carriers as well as to itself. The timeliness of a rejected notice is critical; therefore, the FCC should continue its investigation regarding the need to disaggregate pre-ordering sub-functions.

2. Ordering and Provisioning Measurements

A. Disaggregation of Data:

With regard to the disaggregation of data, the PUCT concurs that some level of disaggregation is necessary to ensure the collection of meaningful results. We will not

conclusion that there needs to be a balance between the goal of detecting possible instances of discrimination and the goal of moderating the burdens imposed on incumbent LECs. Furthermore, the PUCT agrees with the FCC's proposal that incumbent LECs break down the orders by separating resold services, unbundled network elements, and interconnection trunks.

B. Average Completion Interval and Percentage of Due Dates Missed:

The PUCT generally agrees with the FCC's tentative conclusion that incumbent LECs must measure the Average Completion Interval and the Percentage of Due Dates Missed for orders placed by their own retail customers and for orders placed by competing providers. We believe that these measurements are necessary to assess whether an incumbent LEC processes and completes orders from competing carriers as quickly as it processes and completes its own retail orders. The Average Completion Interval and the Percentage of Due Dates Missed measurements are necessary to ensure that incumbent LECs cannot hide discriminatory or disadvantageous performance. These measurements will also help to ensure that customer perception of competing carriers is not hindered by the incumbent LEC, and gauge an incumbent LEC's ability to complete orders for competing carriers.

C. Order Status:

The ability of a competing carrier to notify its customers of an order's status in a timely fashion is of utmost importance. The PUCT agrees with the FCC's tentative

The ability of a competing carrier to notify its customers of an order's status in a timely fashion is of utmost importance. The PUCT agrees with the FCC's tentative conclusion that incumbent LECs must provide order status measurements which enable comparison of the average time it takes a competing carrier to obtain information on the status of its service orders to the average time it takes an incumbent LEC to inform its own retail customer service representative of the status of an order. This will allow a competing carrier to determine whether it is receiving notification of an order's status in a nondiscriminatory manner.

D. Order Flow Through:

With regard to order flow through measurement, the PUCT believes that this type of measurement can serve as a barometer to evaluate whether an incumbent LEC's OSS is capable of handling reasonably foreseeable volumes of orders. Electronically processed orders are ultimately the most efficient form of service ordering and provisioning because this process lessens the probability of errors and delays in order completion. The incumbent LEC's ability to measure this type of flow through will help ensure that it is providing nondiscriminatory access to its OSS.

Order rejections can reflect problems that an incumbent LEC may have with its ordering system. Requiring incumbent LECs to report on the Percentage of Rejected Orders will allow competing carriers as well as incumbent LECs to focus in on problems. Rejection of electronic orders hinders the competing carrier's ability to provide service to its customers in the same manner in which the incumbent LEC provides services to its

customers. Having the ability to measure order rejections will help to identify where, if at all, the incumbent LEC is failing to meet its requirement to provide nondiscriminatory access to its OSS.

E. E911/911:

The PUCT received evidence and testimony indicating that many of the competing carriers in Texas believe that there is significant delay in the updating of their customers' records into the 911/E911 databases. Measurements of timeliness of 911/E911 database updates would inform competitors whether the 911 service provided to them is equivalent to that which the incumbent LECs provide to themselves. In particular, we suggest measuring the amount of time which elapses from the time the competing carrier's customer records are received until the time these records have been either accepted or rejected from the 911/E911 database. With regard to the suggested measurements in Appendix A, the PUCT is aware that many of the processes for updating the 911/E911 databases are automated such that the accuracy of the data uploaded depends largely, if not entirely, upon the accuracy of the data submitted by the competing carrier. The PUCT is not opposed to establishing a measure that ensures parity in 911/E911 database updating. In the PUCT's Docket No. 16251 (SWBT's § 271 prefiling proceeding in Texas), we have heard testimony suggesting that incumbent LECs should provide a "compare file" to verify the accuracy of 911 database information as submitted by the CLEC with the actual entry by SWBT. A performance measure pertaining to this

issue could indicate the number of records that were entered incorrectly for an incumbent LEC's own customers, each CLEC's customers, and all CLEC customers.

F. Repair and Maintenance

The PUCT generally agrees with the proposed measurements for repair and maintenance. Similar measurements have been implemented in Texas within interconnection agreements among competing carriers and SWBT. The PUCT suggests that each of the proposed measurements might be further subdivided and reported in such a way as to distinguish between Plain Old Telephone Service (POTS) repair measurements and UNEs and/or Specials. A measure quantifying aggregated percentages would not indicate whether a disproportionate amount of the trouble reports occurred for the business customers versus residential customers whose services may not be as critical. If the FCC finds that benefits from distinguishing between residential and business customers (*e.g.* a CLEC may find that maintenance delays are more costly when a business customer is affected) outweigh the burden of disaggregating the data, the FCC would need to disaggregate residential and business customers for these measures.

G Center Responsiveness

The PUCT generally agrees with the proposal to include a measure for the incumbent LEC's local service center's responsiveness. Specifically, we suggest a measurement for the grade of service as well as a measurement for average speed of answer. The grade of service is a measure of the percentage of calls answered by the

center within a specified period of time. The average speed of answer reflects the average time a customer is in queue, beginning when the customer enters the queue and ending when the call is answered by a LEC representative. Since there is no comparable measurement for the incumbent LEC, we believe a benchmark is appropriate in calculating the percentages.

Audit Issues

The PUCT believes that a competing carrier's ability to audit the underlying data used to derive the reported measures is of fundamental importance. Such audit capability serves at least two functions: (1) allowing competing carriers the ability to replicate the incumbent LEC's calculation, and (2) allowing competing carriers to look beyond the reported numbers to determine whether the reported data masks some underlying problems, *e.g.*, disparity of performance in a particular exchange.

Calculation Issues / Statistical Tests to Calculate Standard Deviations

With respect to the statistical test, the PUCT has approved the Z-test to determine the parity of a performance measurement in SWBT's interconnection agreements with AT&T and MCI. The PUCT does not object to the use of the "student t-test" in instances where the sample size is less than or equal to 30 and the variance of the population is not known. However, if the sample size or the number of events that are used in calculating a performance measure is greater than 30 and the variance is known, application of Z-test is more appropriate. The PUCT notes that the information contained in "t-distribution" is

platykurtic (flat) in its characteristics as compared to the normal distribution of Z-statistic. None of the participating parties (AT&T, MCI, or SWBT) in the Texas PUC arbitration hearing proposed a t-test to determine the parity of reported measurements; however, the parties agreed that the Z-test should be used. During the implementation phase, AT&T and MCI have raised a concern that the use of a pooled variance in the denominator of Z-test formula will consistently favor an incumbent LEC because the variance in measurement of CLEC data will tend to be significantly lower than the variance in the incumbent LEC's data. The occurrence results, in part, because there are fewer events for competitors and those events cover a more limited geographic scope. AT&T and MCI have suggested that instead of using conventional pooled variance, only the incumbent LEC's variance should be used in performing Z-test calculations. The PUCT may reconsider this issue during further arbitration but does not make a recommendation at this time.

Conclusion

The Texas PUC appreciates the efforts of the FCC's Common Carrier Bureau to develop a methodology for analyzing whether new providers of local telephone service are able to access support functions of incumbent LECs in a nondiscriminatory and just and reasonable manner. The PUCT believes that a consistent methodology for measuring the incumbent LEC's actions in complying with statutory regulations will immensely assist regulators in effecting the slow evolution of a competitive market in local telephone service. FCC adoption of non-binding objectives and standards will assist

the development of such a consistent methodology while allowing the states flexibility to adapt those standards to local circumstances. We urge the FCC to continue its efforts in arriving at such a methodology. Moreover, as the PUCT's experience with this issue expands, the PUCT will supplement these comments accordingly.

Respectfully submitted,

Public Utility Commission of Texas
1701 N. Congress Avenue
P. O. Box 13326
Austin, Texas 78711-3326

May 21, 1998

Pat Wood, III
Chairman

Judy Walsh
Commissioner

Patricia A. Curran
Commissioner

ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which SWBT will pay AT&T liquidated damages in the event of a Specified Performance Breach as defined in this Attachment.

1.0 Definitions

1.1 When used in this Attachment 17, the following terms will have the meanings indicated:

1.1.1 Specified Activity means any activity performed under this Agreement as to which a Performance Measurement has been established in this Attachment.

1.1.2 Performance Measurements means the set of measurements listed in Section 9.0 of this Attachment, as it may be supplemented or modified by agreement of the Parties.

1.1.3 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Attachment specify parity with SWBT performance (i.e., performance equal to that which SWBT achieves for itself in providing equivalent end user service) as the Performance Criterion. For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion.

1.1.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in section 1.1.4.4 by any of the degrees of variance as described below.

1.1.4.1 Where monthly performance by SWBT for AT&T on a Performance Measurement is within one standard deviation of the Performance Criteria specified, no Specified Performance Breach occurs with respect to that measurement.

1.1.4.2 SWBT performance on a single measurement for AT&T that is greater than one standard deviation and less than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach if the same measure remains in this range for two consecutive months (liquidated damages of $25,000 apply to each measurement which remains in the above stated range for two months); Conversely, if for two consecutive months, the performance provided to AT&T exceeds that provided to SWBT (within one to three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3 SWBT performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria will constitute a Specified Performance Breach and will result in liquidated damages of $75,000 payable for each such month; Conversely, if in a single month, the performance provided to AT&T exceeds that provided to SWBT (by greater than three standard deviations), SWBT will accrue a performance credit for the service category which may be used to offset future performance penalties incurred in the same service category.

1.1.4.3.1 The four service categories within which performance credits may be used to offset the penalties are Pre-Ordering, Ordering/Provisioning, Maintenance/Repair, and General.

1.1.4.4 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the following Specified Activities:

Pre-Ordering

1.1.4.4.1 Average response time for OSS Pre-Order Interfaces

Ordering and Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.2 Average installation interval

1.1.4.4.3 Percent SWBT Caused Missed Due Dates

1.1.4.4.4 Delay Days for Missed Due Dates

1.1.4.4.5 Percent No Access

Specials and UNE Specials Loop and Port Combination

1.1.4.4.6 Average installation interval

1.1.4.4.7 Percent SWBT Caused Missed Due Dates

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.8 Average installation interval

1.1.4.4.9 Percent SWBT Caused Missed Due Dates

B. Order Accuracy

1.1.4.4.10 Percent POTS Installation Reports Within 10 Days

1.1.4.4.11 Percent Specials Installation Reports Within 30 Days

1.1.4.4.12 Percent UNE Installation Reports Within 30 Days

C. Order Status

1.1.4.4.13 Percent Firm Order Completions received within "x" hours

1.1.4.4.14 Percent Mechanized Rejects Returned within 1 hour of the start of the EDI/LASR batch process

1.1.4.4.15 Percent Mechanized Completion Notices return within one hour of successful execution of the SORD (BU340) batch cycle

D. Held Orders

1.1.4.4.16 Percent Company Missed Due Dates Due to Lack of Facilities

1.1.4.4.17 Delay Days for Missed Due Dates Due to Lack of Facilities

E. Flow Through

1.1.4.4.18 Percent Flow Through

Maintenance/Repair

A. Time to Restore

POTS & UNE POTS Loop and Port Combinations

1.1.4.4.19 Receipt to Clear Duration

1.1.4.4.20 Percent Out of Service < 24 Hours

Specials and UNE Specials Loop and Port Combination

1.1.4.4.21 Mean Time to Restore

UNEs (Excludes UNE Loop and Port Combination)

1.1.4.4.22 Mean Time to Restore

1.1.4.4.23 Percent Out of Service < 24 Hours

B. Repeat Troubles

1.1.4.4.24 Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports

1.1.4.4.25 Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports

1.1.4.4.26 Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports

C. Report Rate

1.1.4.4.27 POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate

1.1.4.4.28 Specials and UNE Specials with Loop and Port Combination Failure Frequency

1.1.4.4.29 UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate

D. Appointments Missed

1.1.4.4.30 POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments

1.1.4.4.31 UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments

E. No Access

1.1.4.4.32 POTS & UNE POTS with Loop and Port Combinations Percent No Access

General

A. Billing

1.1.4.4.33 Percent of Billing Records Transmitted Correctly

2.0 Specified Performance Standards

2.1 The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of a) the other Party's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

3.0 Occurrence of a Specified Performance Breach.

3.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a Party might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a Party having available to it end user opportunities similar to those opportunities available to a Party at the time of a breach; and 3) the difficulty of accurately ascertaining the amount of damages a Party would sustain if a Specified Performance Breach occurs. In the event of a Specified Performance Breach, the breaching Party agrees to pay the other Party, subject to Section 5.1 below, damages as referenced in all of Section 1.1.4 of this Attachment.

4.0 Liquidated Damages

4.1 The damages payable by either Party as a result of a Specified Performance Breach will be the amounts specified for each Specified Performance Breach in all of Section 1.1.4 (collectively, "Liquidated Damages"). The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation and entering into of this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

5.0 Limitations

5.1 In no event will a Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a Party to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of either Party; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of a Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

6.0 Records and Reports

6.1 SWBT will not levy a separate charge for provision of the data to AT&T called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6.2 Reports are to be made available to the CLEC by the 15th day following the close of the calendar month. If the 15th falls on a weekend or holiday, the reports will be made available the next business day. If requested by AT&T, data files of AT&T raw data are to be transmitted by SWBT to AT&T on the 15th day pursuant to mutually acceptable format, protocol, and transmission media.

6.3 If SWBT does not provide a measurement at the time required, and fails to cure this omission by the 15th day of the succeeding month, the measurement will be considered to be out of parity by more than three standard deviations under the liquidated damages provisions set forth above, unless SWBT can demonstrate that the omission was the result of any of the factors listed in section 5.1 above.

6.4 Using the rules defined for liquidated damages, SWBT will provide the credits for the associated damages within 30 days after reporting the measurement. Where liquidated damages result from a failure to report a measurement, SWBT will provide the credits within 30 days after the expiration of the cure period provided for in section 6.3 above (i.e., the 15th day of the month succeeding the month in which the omission occurred.

6.5 AT&T and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that AT&T requests such consultation and the issues raised by AT&T have not been resolved within 45 days after AT&T's request for consultation, then SWBT will allow AT&T to have an independent audit conducted, at AT&T's expense, of SWBT's performance measurement data collection, computing, and reporting processes. AT&T may not request more than one audit per twelve calendar months under this section. This section does not modify AT&T's audit rights under other provisions of this Agreement.

6.6 Should SWBT at some future date purchase local services from AT&T, the Parties will negotiate performance measures to be provided to SWBT.

7.0 Remedial Plans

7.1 Within 15 business days after any of the following events occur, SWBT will prepare and provide to AT&T a remedial plan that specifies and schedules the steps SWBT will take to determine and remedy the particular performance deficiency:

7.1.1 SWBT reports performance for AT&T on any Performance Measurement in a single month that is greater than three standard deviations below the Performance Criteria; or

7.1.2 SWBT reports performance for AT&T on any Performance Measurement in three successive months that is greater than one standard deviations below the Performance Criteria.

8.0 Initial Implementation; Data Review

8.1 The Parties agree that none of the liquidated damages provisions set forth in this Attachment will apply (except for liquidated damages based on a failure to provide Performance Measurement reports) during the first three months after AT&T first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement. The remedial plan provisions of this Attachment apply during this three month period.

8.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measures

reasonable. In this event, the Parties will substitute a Performance Criterion that provides an alternative, statistically sound measure of parity performance. If the Parties cannot agree on a substitute Performance Criterion, they will appoint an independent statistician to select one.

9.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

9.1 Pre-Ordering

9.1.1 Measurement - Average response time for OSS Pre-Order Interfaces

Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:

• Address Verification	Datagate:	80%≤ 5 sec	90%≤7 sec
	Verigate:	80%≤5 sec	90%≤7 sec
• Request For Telephone Number			
	Datagate:	80%≤ 4 sec	90%≤6 sec
	Verigate:	80%≤4 sec	90%≤6 sec
• Request For Customer Service Record (CSR)			
	Datagate:	80%≤ 6 sec	90%≤8 sec
	Verigate:	80%≤7 sec	90% ≤10 sec
• Service Availability			
	Datagate:	80%≤ 3 sec	90%≤5 sec
	Verigate:	80%≤11 sec	90% ≤13 sec
• Service Appointment Scheduling (Due Date)			
	Datagate:	80%≤ 2 sec	90%≤3 sec
	Verigate:	80%≤2 sec	90% ≤3 sec
• Dispatch Required			
	Datagate:	80%≤ 17 sec	90%≤19 sec
	Verigate:	80%≤17 sec	90% ≤19 sec

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

9.1.1.1 Note: The response times stated above may be altered if mutually agreed upon.

9.1.1.2 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.1.2 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure - Reported for all CLECs and SWBT by division name(CPU platform).

9.1.3 Measurement - Percent Responses Received within "x" seconds.

Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:

- DataGate: <5, <7, and >7

Verigate: <5, <7, and >7

- Request For Telephone Number

DataGate: <4, <6, and >6

Verigate: <4, <6, and >6

- Request For Customer Service Record (CSR)

DataGate: <6, <8, and >8

Verigate: <7, <10, and >10

- Service Availability

DataGate: <3, <5, and >5

Verigate: <11, <13, and >13

- Service Appointment Scheduling (Due Date)

DataGate: <2, <3, and >3

Verigate: <2, <3, and >3

- DataGate: <17, <19, and >19

Verigate: <17, <19, and >19

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DataGate and Verigate.

9.1.4 Note: AT&T and SWBT agree that when national standards for pre-ordering are available and both parties have implemented the interface, the parties will jointly develop performance measurements to be used recognizing that a comparative parity measure or a mutually agreed to standard will be provided.

9.2 Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

9.2.1 Measurement - Average installation interval

Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed).

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.2 Measurement - Percent Installations Completed within "x" business days

Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.

Calculation - (# N,T,C orders installed within "x" business days ÷ Total N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.3 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence. Broken out by Resale or UNE Loop and Port.

9.2.4 Measurement - Delay Days for SWBT caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed orders.

Calculation - Σ(Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Broken out by Resale or UNE Loop and Port.

9.2.5 Measurement - Percent No Access

Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.

Calculation - Count of FW N,T,C orders that are no accessed ÷ Total number of FW N,T,C orders.

Report Structure - Reported for CLEC, total CLECs and SWBT retail. Broken out by Resale or UNE Loop and Port.

Specials and UNE Specials Loop and Port Combination

9.2.6 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.7 Measurement - Standard Deviation of Installation Intervals
Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

9.2.8 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders (N,T,C orders include all orders that a CLEC may send to SWBT including conversions) where installations were not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN. Broken out by Resale or UNE Loop and Port.

UNEs (Excludes UNE Loop and Port Combinations)

9.2.9 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.

Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port

(Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

The following are standard intervals for installation intervals for UNEs since no parity measurement is proposed:

2 Wire Analog and Digital and INP (1-10) – 3 Days
2 Wire Analog and Digital and INP (11-20) – 7 Days
2 Wire Analog and Digital and INP (20+) – 10 Days

DS1 loop(includes PRI) – 3 Days

Switch Ports – Analog Port – 2 Days
Switch Ports – BRI Port – 2 Days
Switch Ports – PRI Port – 3 Days
DS1 Trunk Port (1 to 10) – 3 days
DS1 Trunk Port (11 to 20) – 5 Days
DS1 Trunk Port (20+) – ICB

Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

9.2.10 Measurement - Standard Deviation of Installation Intervals

Definition - Measure of the variation of the installation intervals around the mean installation interval.

Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2 /(number of orders in the sample - 1)]

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule). Standard to be developed as data is produced.

9.2.11 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Report Structure - Reported for SWBT, CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI), and Dedicated Transport(all types in pricing schedule).

B. Order Accuracy

9.2.12 Measurement - Percent POTS Installation Reports Within 10 Days (I-10)

Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

9.2.13 Measurement - Percent Specials Installation Reports Within 30 Days (I-30)

Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9.2.14 Measurement - % UNE Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.